

## CITY OF TAKOMA PARK

MEMORANDUM OF UNDERSTANDING  
EMERGENCY MANAGEMENT

THIS MEMORANDUM OF UNDERSTANDING, dated this \_\_\_\_ day of \_\_\_\_\_, by and between the CITY OF TAKOMA PARK, MARYLAND (hereinafter referred to as the "City") and MONTGOMERY COUNTY, MARYLAND (hereinafter referred to as the "County"):

WHEREAS, Article 16A, Section 2(A), of the Annotated Code of Maryland provides for the creation of local organizations for civil defense and disaster preparedness in the political subdivisions of the State of Maryland and also provides that mutual aid among the political subdivisions of the State may be rendered to carry out civil defense and disaster preparedness functions; and

WHEREAS, the City and the County desire to maintain the highest degree of cooperation in providing effective emergency management including the definition and delineation of responsibilities during major emergencies occurring either fully or partially within the corporate limits of the City, for the purpose of coordinated and effective policy and action for mitigating, preparing for, responding to, and recovering from disasters and emergencies;

NOW, THEREFORE, the City and the County hereby agree to the following MEMORANDUM OF UNDERSTANDING:

## Article I. Definitions

1. State of Emergency - As defined in the Annotated Code of the State of Maryland, Article 16A, Section 3(D) and Section 2-17 of the 1984 Montgomery County Code.

2. Principal Executive Officer of the City of Takoma Park - The duly appointed City Administrator of the City of Takoma Park or his/her designee, serving as the principal executive officer of the City of Takoma Park, hereinafter referred to as the City Administrator.

3. County Executive of Montgomery County - The duly elected County Executive of Montgomery County or the Chief Administrative Officer.

4. Major Emergency - large-scale disasters; and

large-scale incidents which by their size or nature require inter-departmental or interagency activity and/or attention by the executive management of either the County or the City.

## Article II. Rendering Assistance

1. When, in the judgement of the City Administrator threats to life and property resulting from a major emergency occurring solely within the City require the use of governmental resources not available to or provided by the City, the County agrees to provide police, fire/rescue, and other resources to the extent permitted by law and as deemed necessary by the County Executive, after consultation between the City Administrator and the senior incident commander at the scene of the emergency, or the Disaster Manager, if appointed by the Chief Administrative Officer. Upon agreement that the County will provide resources, the appropriate County official as designated by the Chief Administrative Officer will take command of the incident and the supervision of City resources at the scene of the incident. The City agrees to provide its police and other resources to the extent permitted by law as deemed necessary.

2. When in the judgment of the County Executive, threats to life and property resulting from a major emergency, occurring partially within or immediately adjacent to the City, would be reduced by a joint County-City response, the City agrees to provide its police and other resources to the extent permitted by law as deemed necessary. This will be done after consultation between the County Executive, City Administrator or designee, and the senior incident commander at the scene of the emergency, or the Disaster Manager, if appointed by the Chief Administrative Officer. The City's resources will be under the supervision of the appropriate County official as designated by the County Executive.

## Article III. Declaration of State of Emergency

Pursuant to Article 16A, section 6C(a), of the Annotated Code of Maryland, "a local state of emergency may be declared only by the principal executive officer of a political subdivision." In order to ensure maximum coordination in the issuance and curtailment of such declarations, and in the use of any extraordinary powers:

1. The City agrees, for any emergency occurring solely within the City to consult with the County, to the extent possible, prior to:
  - a. the issuance of a declaration;

- b. the use of any extraordinary powers deriving from the declaration; and,
- c. the curtailment of the declaration.

2. The County, for any emergency occurring partially within or immediately adjacent to the City, agrees to consult with the City, to the extent possible, prior to:

- a. the issuance of the declaration;
- b. the use of any extraordinary powers deriving from the declaration; and,
- c. the curtailment of the declaration.

#### Article IV. Liability

1. The City agrees to waive all claims against the County for compensation for any loss, damage, personal injury or death occurring in consequence of the performance of this Memorandum of Understanding, except for gross negligence or willful misconduct by the County, its employees, or its agents.

2. The County agrees to waive all claims against the City for compensation for any loss, damage, personal injury or death occurring in consequence of the performance of this Memorandum of Understanding, except for gross negligence or willful misconduct by the City, its employees, or its agents.

3. General liability insurance, personal injury and property damage insurance against loss or damage of equipment is the responsibility of each participating party for its own manpower and equipment. Each party may meet this responsibility through self-insurance.

#### Article V. Cost Sharing

1. All assistance rendered under this Memorandum of Understanding shall be provided without reimbursement to either party, unless otherwise provided by law or contract.

2. The parties agree to jointly pursue recovery of any expenditures made or losses sustained because of the negligence or willful acts of a third party.

#### Article VI. Preparation of Post Emergency Reports

Reports concerning the cause(s) and effect(s) of the emergency shall be compiled jointly by designated representatives of the County and City. The post-emergency reports will be submitted to the City Administrator and the County Executive for review before the reports are made public.

Article VII. Relationship to Other Memorandum of Understanding

When an incident occurs which necessitates the activation of the Memorandum of Understanding, this agreement shall supersede any other memoranda which may conflict with this.

Article VIII. Review of Understanding

Representatives of the City and the County may meet to review this Memorandum of Understanding and make such modifications as required. Such a meeting may be convened at the request of either party.

IN WITNESS WHEREOF, the parties herein have executed the MEMORANDUM OF UNDERSTANDING as of the day and year first above written.

CITY OF TAKOMA PARK, MARYLAND

By: \_\_\_\_\_  
Richard M. Finn  
City Administrator

MONTGOMERY COUNTY, MARYLAND

By: \_\_\_\_\_  
Bruce Romer  
Chief Administrative Officer

Approved as to form  
and legality

\_\_\_\_\_  
Assistant County Attorney